

NATIONAL TEMPLATE

MARINE MAMMAL STRANDING AGREEMENT BETWEEN

**NATIONAL MARINE FISHERIES SERVICE OF THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
DEPARTMENT OF COMMERCE**

AND

[Stranding Network Organization]



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Blue denotes reserved text at the discretion of the NMFS Regional Administrator

Articles III, IV, V, and VI are reserved and issued at the discretion of the NMFS Regional Administrator.

ARTICLE I General Provisions

Authority

1. This Agreement is entered into between the National Oceanic and Atmospheric Administration, National Marine Fisheries Service [Region], (hereinafter NMFS) and the Stranding Network Participant [Stranding Network Organization] (hereinafter [Participant acronym]), under the authority of Sections 112(c) and 403 of U.S.C. 1421e, the Marine Mammal Protection Act of 1972, as amended (hereinafter the MMPA). **This Agreement supersedes all pre-existing Stranding Agreements between these parties. An organizational representative with signatory authority (e.g. Executive Director, President, CEO) must sign this Agreement on behalf of the Stranding Network Organization.**
2. NMFS has been delegated authority to administer the MMPA. Under the MMPA, NMFS is responsible for mammals of the **Order Cetacea** and the **Order Pinnipedia** other than walruses (hereinafter marine mammals).
3. To assist in the implementation and administration of the MMPA, the [Region] Marine Mammal Stranding Network has been established to respond to stranded marine mammals within the [Region] of the United States. The [Region] consists of the following states: [List state(s)]. The geographic response area assigned to [Participant acronym] consists of the following: [(list response area including primary and secondary geographic response areas as necessary)]. If requested by NMFS, [Participant acronym] may assist in the stranding response outside of their assigned response area or in another Region as coordinated with the appropriate regional NMFS Marine Mammal Stranding Coordinator(s).
4. This Agreement does not authorize:
 - a. This Agreement does not authorize the taking of any marine mammal species listed as endangered or threatened under the Endangered Species Act of 1973 (hereinafter ESA), as amended. Authorization to take ESA listed species is currently provided under MMPA/ESA permit #932-1489, as amended, and requires authorization and direction from the NMFS [Region] Regional Stranding Coordinator in the event of a stranding involving a threatened or endangered marine mammal.
 - b. The sale or offer of sale of any marine mammal or marine mammal parts including cells, gametes, or cell cultures.

ARTICLE II

Purpose and General Responsibilities

A. Purpose of Agreement. NMFS [Region] Region and the [Participant acronym] enter into this Agreement for the following purposes:

1. To provide for rapid response and investigation of stranded marine mammals *[reserved for taxa]* within the [Region] in accordance with the purposes and policies of the MMPA.
2. To implement Title IV (Marine Mammal Health and Stranding Response Program) of the MMPA:
 - a. to facilitate the collection and dissemination of reference data on the health of marine mammals and health trends of marine mammal populations in the wild;
 - b. to correlate the health of marine mammals and marine mammal populations in the wild with available data on physical, chemical, and biological environmental parameters; and
 - c. to detect and coordinate effective responses to unusual mortality events.
3. To specify the activities during which [Participant acronym] may take stranded marine mammals *[reserved for taxa]* or marine mammal parts for the primary purpose of ensuring the appropriate response, *[rehabilitation]*, disposition, and utilization of stranded marine mammals or marine mammal parts under MMPA sections 109(h), 112(c), and 403 and the Agreement.
4. To define the nature and extent of services that [Participant acronym] will provide NMFS [Region] under this Agreement and NMFS responsibilities to [Participant acronym].
5. To specify the requirements for the preparation and maintenance and reporting of records containing scientific data obtained from dead and live stranded marine mammals or parts from dead stranded marine mammals.
6. To provide for the timely exchange of information for use by both parties and other network members in furthering the objectives of the MMPA under this Agreement.

B. NMFS Responsibilities

1. Provide [Participant acronym] notice of any changes to laws, regulations, policies and/or guidelines applicable to or promulgated by NMFS that may apply to [Participant acronym] activities. This includes criteria for issuance, renewal and termination of stranding agreements. Notwithstanding this provision, it is the responsibility of [Participant acronym] to comply with all laws, regulations, policies and/or guidelines that

apply to [Participant acronym] activities.

2. Conduct periodic compliance reviews of Stranding Agreements as stated in Article IX.
3. Provide guidance and assistance regarding investigation of marine mammal unusual mortality events including financial and physical resources (example: NOAA laboratory assistance) when available and authorized (in accordance with Section 405 of MMPA – UME National Contingency Fund) and in coordination with the Working Group on Marine Mammal Unusual Mortality Events.
4. Alert [Participant acronym] when NMFS has been notified that there are diseases of concern that are emerging, reportable, and/or zoonotic within the Region.
5. Pursuant to criteria established under MMPA Section 407, provide access to the National Marine Mammal Health and Stranding Response Program Database, as developed, and access to marine mammal tissues in the National Marine Mammal Tissue Bank following NMFS data and tissue access procedures and policies.
6. As needed and as resources are available, provide specialized marine mammal stranding response and investigation training on a local, regional or national basis.
7. Pursuant to MMPA Section 402, collect and update periodically and make available to stranding network participants and other qualified scientists, existing information on:
 - a. procedures and practices for rescuing and rehabilitating stranded marine mammals;
 - b. species by species criteria used by the stranding network participants, for determining at what point a marine mammal undergoing rescue and rehabilitation is returnable to the wild based on its ability to survive in the wild and risk to the wild population;
 - c. procedures and practices for collecting, preserving, labeling, and transporting marine mammal tissues for physical, chemical, and biological analyses;
 - d. appropriate scientific literature on marine mammal health, disease, and rehabilitation;
 - e. compilation and analyses of strandings by region to monitor species, numbers, conditions, and causes of illness and death in stranded marine mammals;
 - f. other life history and reference level data, including marine mammal tissue analyses that would allow comparison of the causes of illness and death in stranded marine mammals with physical, chemical, and biological environmental parameters.

8. In certain circumstances such as large scale events (e.g. mass stranding, unusual mortality events, live right whale stranding), NMFS [Region] Region may establish a formal Incident Command System for response, including the identification of an Incident Commander.

C. Participant Responsibilities

1. [Participant acronym] shall comply with NMFS laws, regulations, policies and/or guidelines applicable to or promulgated by NMFS that apply to activities under this Agreement.
2. [Participant acronym] shall cooperate with other members of the NMFS [Region] Stranding Network and the National Marine Mammal Stranding Program as well as Federal, state, and local officials and employees in matters supporting the purposes of this Agreement.
3. [Participant acronym] shall be subject to the direction of a designated employee representing the NMFS [Region] Regional Administrator or Office of Law Enforcement with respect to the taking of a stranded marine mammal.
4. [Participant acronym] shall bear any and all expenses that they incur with the taking, collection, or other activities pursuant to this Agreement. NMFS does not typically use government funds to reimburse volunteers for expenses incurred in responding to stranding events. NMFS may be able to support costs associated with specific analyses and additional requests when funds are available and authorized (in accordance with Section 405 of the MMPA Unusual Mortality Event National Contingency Fund) and in coordination with the Working Group on Marine Mammal Unusual Mortality Events. Competitive funding opportunities for Stranding Network Participants in good standing may be available through the Prescott Stranding Assistance Grant Program (<http://www.nmfs.noaa.gov/pr/health/prescott/>).
5. [Participant acronym] shall promote human and public safety by taking precautions against injury or disease to any network personnel, volunteers, and the general public when working with live or dead marine mammals.
6. Transfer of marine mammal parts (50 CFR 216.37):
 - a. Non-diagnostic parts, tissues, cells, gametes, or cell cultures to be used for scientific research, species enhancement, or education shall be transferred only to persons or labs that have received prior written authorization from the NMFS [Region] Regional Administrator and/or that have a NMFS MMPA/ESA scientific research permit. The unique field number assigned by the [Participant acronym] must be marked on or affixed to the marine mammal part or container.

- b. Diagnostic parts, tissue samples, fluid specimens, parts, or cells may be transferred to labs within the U. S. for diagnostic use without any additional authorizations.
7. [Participant acronym] agrees to work within and cooperatively with the NMFS Incident Command System when implemented.
8. [Participant acronym] will notify NMFS in writing within 30 days of any changes in its Designee organizations, personnel, capabilities, geographic area of response.
9. If requested, [Participant acronym] shall coordinate with NMFS [Region] to develop and implement a media plan relating to stranding events.
10. Notify [immediately or] within 24 hours the NMFS [Region] Regional Stranding Coordinator of learning of any diseases of concern (e.g., emerging, reportable, and/or zoonotic diseases) that are detected and/or confirmed which could affect human health or the health of wild marine mammal populations;
11. If requested by the NMFS [Region] Regional Stranding Coordinator, [Participant acronym] provide to the Regional Stranding Coordinator copies of any photographs, films, and/or videotapes documenting any stranding (particularly for those strandings when human interactions are reported or suspected). Reimbursement for this request is subject to negotiation between NMFS and [Participant acronym]. Any photography, film and/or videotape of the stranding response used for educational or commercial purposes of stranding response should by [Participant acronym] should include a credit, acknowledgment, or caption indicating that the stranding response was conducted under an Agreement between NMFS and [Participant acronym] under the authority of the MMPA. NMFS will not reproduce, modify, distribute, or publicly display the photograph, film, and/or videotape without consent of the owner, unless required to release a copy under Federal law or order (such as the Freedom of Information Act).
12. By its nature, the handling of stranded marine mammals (dead or alive) is potentially a dangerous activity. [Stranding Participant] shall indemnify and hold harmless the United States Government from any and all losses, damages, or liability or claims thereof on account of personal injury, death, or property damage of any nature whatsoever, arising out of the activities of [Stranding Participant], his/her/its employees, his/her/its qualified representatives, designees, subcontractors, volunteers, or agents. Liability for person(s) acting under this agreement is addressed in Section 406(a) and (b) of the MMPA (16 U.S.C. 1421e).

D. Joint Responsibilities NMFS [Region] Region and [Participant acronym] will work cooperatively to:

1. Implement Title IV of the MMPA;

2. Effectively respond to and investigate the causes and impacts of Marine Mammal Unusual Mortality Events;
3. Collect the appropriate data for determination of the impact of serious injuries and mortalities due to human interactions;
4. Collect reference data on marine mammal health and diseases;
5. Collect data on the frequency and causes of strandings; and
6. Interpret findings and identify health trends and diseases of concern to include emerging, reportable, and zoonotic diseases.

ARTICLE III Dead Animal Response

Reserved
OR

A. [Participant acronym] may take species of marine mammals under the MMPA for the purpose of dead animal investigation and response.

Subject to the conditions contained in this Agreement, the MMPA, and the implementing regulations, [Participant acronym] may take dead stranded marine mammals or parts therefrom for the collection of data on the health and health trends of wild populations, for the detection of marine mammal unusual mortality events, for the detection of signs of human interaction, for research or education on marine mammal biology and life history, for the determination of cause of death, for the detection of human caused and natural mortality, or for other research as deemed appropriate by the NMFS. These activities specifically include obtaining measurements and biological samples from dead stranded marine mammals, disposing, or assisting in the disposal, of dead stranded marine mammals at an appropriate landfill or other suitable location, and taking and transporting dead stranded or floating dead marine mammals, or parts therefrom, to facilities or individuals approved pursuant to 50 C.F.R. 216.22 for scientific research, maintenance in a properly curated, professionally accredited scientific collection, or for educational purposes.

B. Terms and Conditions for Dead Animal Response

1. Response

- a. [Participant acronym] shall respond as practicable to reports of dead stranded marine mammals within the geographic range or response specified under Article I, Number 3. If the [Participant acronym] is the closest and/or first responder, the [Participant acronym] is considered to be the on-site coordinating organization and is in charge of all on-site activities. In certain circumstances such as a UME, mass stranding, or endangered marine mammal stranding, NMFS may implement the ICS structure and designate an on-site coordinator to be in charge of the event (see Article II B8 and II C5). In all situations, the [Participant acronym] will cooperate with Federal, state and local government officials and employees and other stranding network participants when responding to these strandings. If the [Participant acronym] receives a verified report of a dead stranded marine mammal and does not have the capability to respond appropriately to the report, the [Participant acronym] shall notify [the [Region] Regional Stranding Coordinator and/or adjacent stranding network participants within [hours, days]]. Also, if the [Region] Regional Stranding Coordinator receives a report of a dead stranded marine mammal [*reserved for taxa*], the Regional Stranding Coordinator may contact [Participant acronym] to determine whether [Participant acronym]

has the capability to respond to the stranding.

- b. If the [Participant acronym] leaves a dead animal at the stranding site or in the case of a UME or mass stranding response, the [Participant acronym] shall, if feasible, mark each animal with a tag or mark such as roto-tags or grease stick to assist with data collection and to prevent multiple reports on the same animal(s).
- c. If requested by [Region] Regional Stranding Coordinator and if feasible and practicable, the [Participant acronym] will assist with stranding response in neighboring areas outside the [Participant acronym] geographic range (specified in Article I, Number 3).

2. Data Collection and Reporting. [Participant acronym] shall collect and provide the following information for each stranded marine mammal they respond to:

- a. Complete the NOAA Form 89864, OMB #0648-0178 (the Marine Mammal Stranding Report - "Level A" Form) for each stranded marine mammal. Completed forms shall be sent to the [Region] Region Stranding Coordinator, [Address], according to the following schedule [reserved schedule]. If requested by the NMFS [Region] Regional Stranding Coordinator, [Participant acronym] shall provide to the Regional Stranding Coordinator preliminary data (verbal or written) from the Level A - Marine Mammal Stranding Report within 24 hours, and [Participant acronym] shall coordinate and cooperate with the Regional Stranding Coordinator to investigate such strandings or mortalities.
- b. Collect additional Level B and Level C data when possible and feasible.
- c. Notify [immediately or] within 24 hours the NMFS [Region] Regional Stranding Coordinator regarding possible or confirmed human interactions [reserved], suspected unusual mortality events, extralimital or out of habitat situations, mass stranding events, mass mortalities, large whale strandings, and any stranding involving endangered or threatened species or identified species of concern [list species]. [Reserved {In addition, NMFS [Region] Region requires that [Participant acronym] report any right whale sightings that occur or are reported as part of their normal activities. Please see Attachment B for contact information.}];
- d. In certain circumstances (e.g., unusual mortality event, possible human interaction case, extralimital or out of habitat situation), the NMFS [Region] Regional Stranding Coordinator may request additional and expedited reporting (verbal or written) of Level B and C data such as analytical results and necropsy reports [within 24 hours]. NMFS will not reproduce, modify, distribute, or publish the data without consent of the [Participant acronym] unless required to release the data under Federal law or order (such as the Freedom of Information Act);

- e. Collect and make available any gear, debris, or other objects (for example, bullets, arrows, net webbing, etc.) recovered from a stranded marine mammal that may be evidence of human interaction. [Participant acronym] must comply with chain of custody procedures or any other instructions as specified and supported by NMFS [Region] and/or NMFS Office of Law Enforcement personnel.
3. **Parts Disposition.** Diagnostic parts, tissue samples, fluid specimens, parts or cells may be transferred to labs within the United States for diagnostic use without any additional authorizations. For non diagnostic parts or samples:
- a. Report within 30 days of the stranding, the retention or transfer of any parts salvaged from the stranded marine mammal collected under this agreement to NMFS [Region] Regional Stranding Coordinator, [Address], as required by 50 CFR 216.22. For retention of marine mammal parts by [Participant acronym], data provided in the “Specimen Disposition” field of NOAA Form 89864, OMB #0648-0178 (the Marine Mammal Stranding Report - “Level A” Form) is required and parts are marked with the field identification number from the stranded animal.
 - b. For transfer of parts, [Participant acronym] must provide the institution name where specimen materials have been deposited in the “Specimen Disposition” field on the NOAA Form 89864, OMB #0648-0178 (the Marine Mammal Stranding Report – Level “A” Form) and ensure that retained or transferred parts are marked with the field identification number from the stranded animal. Also, [Participant acronym] must ensure the receiving institution is authorized by the NMFS [Region] Regional Administrator to receive marine mammal parts.
4. **Site clean up.** The [Participant acronym] shall make every reasonable effort to assist in the clean up of beach areas where their activities under this Agreement, such as necropsy or specimen collection, contributes to the soiling of the site.

ARTICLE IV Live Strandings: First response

Reserved OR

A. [Participant acronym] may take species of marine mammals covered under the MMPA for the purpose of live stranding first response (initial assessment and care at the site of stranding and assist in the appropriate disposition of the animal), beach triage, beach release, temporary holding for assessment and triage, translocation and/or transportation to an authorized rehabilitation center.

1. The [Participant acronym] must take live stranded marine mammals in a humane manner¹ for the protection of welfare of the marine mammal. If the animal dies during the course of response and/or investigation, then the terms and responsibilities contained in Article III shall apply. The activities authorized are in addition to Articles I and II under this Article and specifically include:
 - a. Taking measurements and collecting blood or other diagnostic samples from live stranded marine mammals for health assessment.
 - b. Returning live stranded marine mammals as directed by NMFS to their natural habitat and tagging such animals. Invasive tagging using other than approved methods (e.g., one-bolt roto or cattle ear tags, freeze branding) must first be approved by NMFS [Region] Region. Tagging and post tagging activities are restricted to monitoring success of marine mammals released to the wild. Any projects outside the scope of monitoring release success must be authorized under a NMFS scientific research permit.
 - c. Performing humane euthanasia². Euthanasia shall only be performed by the attending veterinarian or by a person acting in behalf of the attending veterinarian (i.e., under direct coordination or supervision) and following approved guidelines such as those referenced in Attachment C. When using controlled drugs, such person shall comply with all applicable state and Federal laws and regulations. Stranding network participant authorization to euthanize ESA-listed species is

¹ **Humane Take as defined in the Marine Mammal Protection Act** – “that method of taking which involves the least possible degree of pain and suffering practicable to the mammal involved.”

² **2000 Report of the American Veterinary Panel on Euthanasia** - “...euthanasia is the act of induce humane death in an animal.” “...it is done with the highest degree of respect and with an emphasis on making the death as painless and distress free as possible. Euthanasia techniques should result in rapid loss of consciousness followed by cardiac or respiratory arrest and the ultimate loss of brain function. In addition, the technique should minimize distress and anxiety experienced by the animal prior to loss of consciousness.” “A veterinarian with appropriate training and expertise for the species involved should be consulted to ensure that proper procedures are used.”

provided under MMPA/ESA permit #932-1489, as amended and requires authorization and direction from the NMFS [Region] Regional Stranding Coordinator. For reference, see attachment C – 2000 Report of the American Veterinary Medical Association Panel on Euthanasia and attachment D – Chapter on Euthanasia in the 2nd Edition of the CRC Handbook of Marine Mammal Medicine.

- d. Transporting live stranded marine mammals for rescue and rehabilitation to a NMFS approved rehabilitation facility or temporary holding facility.
2. This Agreement does not authorize any projects involving “intrusive research” (as defined in 50 CFR 216.3). Measurements or sampling for scientific research purposes (i.e., outside the scope of accepted diagnostic and treatment practices for the care of an animal) must be authorized under a NMFS MMPA/ESA scientific research permit.

B. Terms and Conditions for Live Stranding: First Response

1. Response

- a. [Participant acronym] shall respond to reports of live stranded marine mammals *[reserved for taxa and schedule]*. If the [Participant acronym] is the closest and/or first responder, the [Participant acronym] is considered to be the on-site coordinator and is in charge of all on-site activities. In certain circumstances such as a UME, mass stranding, or endangered marine mammal stranding, NMFS may implement the ICS structure and designate an on-site coordinator to be in charge of the event (see Article II B8 and II C5). In all situations, the [Participant acronym] will cooperate with Federal, state and local government officials and employees and other stranding network participants when responding to these strandings. If the [Participant acronym] receives a verified report of a live stranded marine mammal and does not have the capability to respond appropriately to the report, the [Participant acronym] shall notify the [Region] Regional Stranding Coordinator within *[hours, days]*. Also, if the [Region] Regional Stranding Coordinator receives a report of a live stranded marine mammal *[reserved for taxa]*, the Regional Stranding Coordinator may contact [Participant acronym] to determine whether [Participant acronym] has the capability to respond to the stranding.
- b. [Participant acronym] shall take all steps reasonably practicable under the circumstances to prevent further injury to any live stranded marine mammal, injury to any network personnel, volunteers, government personnel and the general public.
- c. [Participant acronym] shall tag any animals that are immediately release to their natural habitat using NMFS approved tag, such as one-bolt roto tag, cattle ear tags, or freeze branding. Tagging and post tagging activities are restricted to

monitoring success of marine mammals released to the wild. Any projects outside the scope of monitoring the success of a release must be authorized under a NMFS MMPA/ESA scientific research permit.

- d. If [Participant acronym] determines that it is necessary to temporarily hold or triage a stranded marine mammal at a separate site from the stranding event, [Participant acronym] must obtain approval from the NMFS [Region] Regional Stranding Coordinator prior to the transport of the animal.
2. **Data Collection and Reporting.** [Participant acronym] shall collect and provide the following information for each stranded marine mammal they respond to:
- a. Complete the NOAA Form 89864, OMB # 0648-0178 (the Marine Mammal Stranding Report - "Level A" Data) for each stranded marine mammal. The form shall be sent to the [Region] Regional Stranding Coordinator, [Address], according to the following schedule *[reserved schedule]*:
 - b. If temporally holding a stranded animal prior to transferring to a rehabilitation facility acting in accordance with this Article, [Participant acronym] shall complete the NOAA Form 89878, OMB # 0648-0178 (the Marine Mammal Rehabilitation Disposition Report). The form shall be sent to the [Region] Regional Stranding Coordinator, [Address], according to the following schedule *[reserved schedule]*:
 - c. Collect additional Level B and Level C data when possible and feasible.
 - d. Notify *[immediately or]* within 24 hours the NMFS [Region] Regional Stranding Coordinator regarding possible or confirmed human interactions *[reserved]*, suspected unusual mortality events, extralimital or out of habitat situations, mass stranding events, mass mortalities, all live cetacean strandings, and any strandings involving endangered or threatened species or identified species of concern. *[Reserved {In addition, NMFS [Region] Region requests that [Participant acronym] report any right whale sightings that occur or are reported as part of their normal activities. Please see Attachment B for contact information.}];*
 - e. If requested by the NMFS [Region] Regional Stranding Coordinator, provide to the Regional Stranding Coordinator preliminary data from the Level A - Marine Mammal Stranding Report within 24 hours, and [Participant acronym] shall coordinate and cooperate with the Regional Stranding Coordinator to investigate such strandings or mortalities.
 - f. For all live cetacean stranding events, the NMFS [Region] Regional Stranding Coordinator may request expedited reporting (verbal or written) *[within 24 hours]* by [Participant acronym]. [Participant acronym] shall provide the NMFS [Region] Regional Stranding Coordinator with preliminary or complete stranding

reports, if available, including Level B and C data such as analytical results and necropsy reports [within 24 hours]. NMFS will not reproduce, modify, distribute, or publish the data without consent of the [Participant acronym] unless required to release a copy under Federal law or order (such as the Freedom of Information Act);

- g. In certain circumstances (e.g., unusual mortality event, possible human interaction case, extralimital or out of habitat situation), the NMFS [Region] Regional Stranding Coordinator may request expedited reporting (verbal or written) of live marine mammals by [Participant acronym]. In these circumstances, [Participant acronym] shall provide the NMFS [Region] Regional Stranding Coordinator with preliminary or complete stranding reports, if available, including Level B and C data such as analytical results and necropsy reports [within 24 hours]. NMFS will not reproduce, modify, distribute, or publish the data without consent of the [Participant acronym] unless required to release a copy under Federal law or order (such as the Freedom of Information Act);
- h. Collect and make available any gear, debris, or other objects (for example, bullets, arrows, net webbing, etc.) that may be evidence of human interaction recovered from a stranded marine mammal that may be evidence of human interaction. [Participant acronym] must comply with chain of custody procedures or any other instructions as specified and supported by NMFS [Region] and/or NMFS Office of Law Enforcement personnel.

3. **Parts Dispositon**

- a. Report within 30 days of the stranding, the retention or transfer of any parts salvaged from the stranded marine mammal collected under this agreement to NMFS [Region] Regional Stranding Coordinator, [Address], as required by 50 CFR 216.22. For retention of marine mammal parts by [Participant acronym], data provided in the "Specimen Disposition" field of NOAA Form 89864, OMB #0648-0178 (the Marine Mammal Stranding Report - "Level A" Form) is required and parts are marked with the field identification number from the stranded animal.
- b. For transfer of parts, [Participant acronym] must provide the institution name where specimen materials have been deposited in the "Specimen Disposition" field on the NOAA Form 89864, OMB #0648-0178 (the Marine Mammal Stranding Report – Level "A" Form) and ensure that retained or transferred parts are marked with the field identification number from the stranded animal. Also, [Participant acronym] must ensure the receiving institution is authorized by the NMFS [Region] Regional Administrator to receive marine mammal parts.

- 4. **Site Clean Up.** [Participant acronym] shall assist in the clean up of beach areas where

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January 4, 2006

their activities under this Agreement such as euthanasia, necropsy or specimen collection contributes to the soiling of the site.

ARTICLE V
Live animal response: Rehabilitation and release
Reserved
OR

A. **[Participant acronym] may take live stranded marine mammals for rehabilitation and release of live stranded marine mammals.** In addition to the activities provided under previous Articles of this Agreement, and subject to the conditions contained in this Agreement, the MMPA, and the implementing regulations, [Participant acronym] may take live stranded marine mammals in a humane manner³ for rehabilitation and release which specifically includes the following activities:

1. Transferring marine mammals to another NMFS approved rehabilitation facility, for release back to the wild, to temporary placement in a scientific research facility holding a current NMFS scientific research permit and a United States Department of Agriculture Animal, Plant and Health Inspection Service (APHIS) Research License, or for permanent disposition to an authorized facility (i.e. holds an APHIS Exhibitors License {7 USC 2131 et seq.}) after consultation with and authorization by the NMFS [Region] and the Office of Protected Resources Permits, Conservation, and Education Division.
2. Scientific research may be conducted on stranded animals in a rehabilitation facility, only if the responsible individual has a NMFS scientific research permit and the facility holds an APHIS “public display or research” license in accordance to the Animal Welfare Act (50 CFR 216.27).
3. Returning rehabilitated stranded marine mammals as directed by NMFS to their natural habitat and tagging such animals. Invasive tagging using other than approved methods (e.g., one-bolt roto or cattle ear tags, freeze branding) must first be approved by NMFS [Region] Region. Tagging is restricted to monitoring success of marine mammals released to the wild. Any projects outside the scope of monitoring the success of a release must be authorized under a NMFS scientific research permit.
4. Performing humane euthanasia⁴. Euthanasia shall only be performed by the attending veterinarian or by a person acting in behalf of the attending veterinarian (i.e., under direct coordination or supervision) and following approved guidelines such as those referenced

³ **Humane take as defined in the Marine Mammal Protection Act** – “that method of taking which involves the least possible degree of pain and suffering practicable to the mammal involved.”

⁴ **2000 Report of the American Veterinary Panel on Euthanasia** - “...euthanasia is the act of induce humane death in an animal.” “...it is done with the highest degree of respect and with an emphasis on making the death as painless and distress free as possible. Euthanasia techniques should result in rapid loss of consciousness followed by cardiac or respiratory arrest and the ultimate loss of brain function. In addition, the technique should minimize distress and anxiety experienced by the animal prior to loss of consciousness.” “A veterinarian with appropriate training and expertise for the species involved should be consulted to ensure that proper procedures are used.”

in Attachment C. When using controlled drugs, such person shall comply with all applicable state and Federal laws and regulations. Authorization for stranding network participants to euthanize ESA-listed species is provided under MMPA/ESA Permit #932-1489, as amended, and requires authorization and coordination with NMFS [Region] Regional Stranding Coordinator. For reference, see attachment C – 2000 Report of the American Veterinary Medical Association Panel on Euthanasia and attachment D – Chapter on Euthanasia in the 2nd Edition of the CRC Handbook of Marine Mammal Medicine.

B. Terms and Conditions for Live Animal Response: Rehabilitation and Release

1. Rehabilitation

- a. [Participant acronym] shall comply with NMFS laws, regulations, policies, and/or guidelines applicable to or promulgated by NMFS that apply to activities under this Agreement. The [Participant acronym] must also have all applicable Federal, state, and local permits for rehabilitation facilities.
- b. [Participant acronym] shall be responsible for the custody of any living marine mammal taken pursuant to this Article using standards for humane care⁵ and for practicing accepted medical evaluation and treatment (e.g., Animal Welfare Act, American Veterinary Medical Association, American Zoological Association and the International Association for Aquatic Animal Medicine) and as described in the NMFS Interim Standards for Rehabilitation Facilities. It is required under 50 CFR 216.22 that methods of care and maintenance of marine mammals in rehabilitation be reported to NMFS.
- c. [Participant acronym] shall not exceed their maximum holding capacity based on minimum standard space requirements, number of animals housed in each holding area and qualified personnel as provided in the NMFS Interim Standards for Rehabilitation Facilities. A written waiver from the NMFS [Region] Regional Administrator is required prior to [Participant acronym] exceeding the maximum holding capacity. Other considerations for determining maximum holding capacity include:
 - (1) On-site veterinary care, volunteer support, and experienced staff
 - (2) Adequate food and medical supplies and medical test capabilities
 - (3) Isolation for marine mammals
 - (4) Adequate water quality
 - (5) Limited public access
 - (6) Ability to maintain current, accurate and thorough records

⁵ **Humane care** – Treatment of an animal in such a way to both minimize pain and suffering and (by providing for proper care and use of the animal) to maximize well being of the individual and the population into which it is to be released.

- d. [Participant acronym] shall follow contingency plans submitted to NMFS for care of marine mammals in rehabilitation in anticipation of expected (construction) or unexpected events such as mass strandings, unusual mortality events, natural disasters (e.g., hurricanes, harmful algal blooms, El Niño), and hazardous waste spills.
- e. [Participant acronym] shall isolate stranded rehabilitating marine mammals from other wild or domestic animals and from any animal in permanent captivity (e.g., public display, scientific research, or enhancement).
- f. [Participant acronym] shall prohibit the public display and training for performance of stranded rehabilitating marine mammals as required by 50 CFR 216.27(c)(5). This includes any aspect of a program involving interaction with the public.
- g. Upon request by the NMFS [Region] Regional Administrator, [Participant acronym] shall permit the NMFS [Region] Regional Stranding Coordinator, other appropriate NMFS employees, or any other appropriate persons duly designated by the NMFS [Region] Regional Administrator to inspect the facilities and inspect and/or request records that pertain to rehabilitation activities.
- h. During a Marine Mammal Unusual Mortality Event, NMFS [Region] may provide additional requirements for rehabilitation (e.g., isolation) and release as recommended in the National Contingency Plan for Response to Unusual Marine Mammal Mortality Events; D.W. Wilkinson, NOAA Technical Memorandum NMFS-OPR-9, September 1996. NMFS will prescribe these requirements in consultation with the Working Group for Marine Mammal Unusual Mortality Events.
- i. If a marine mammal dies while in rehabilitation, Article III applies.

2. Release

- a. [Participant acronym] shall, in compliance with applicable guidelines and applicable regulations, prepare a signed medical and behavior release determination recommendation by the rehabilitation facility's attending veterinarian that the marine mammal is medically and behaviorally suitable for release in accordance with NMFS Interim Standards for Release (i.e., similar to a health certificate). NMFS also requires a concurrence signature from [Participant acronym] Authorized Representative or Signatory of the Stranding Agreement.
- b. If the [Participant acronym] recommends release, a release plan must also be included with the final recommendation letter. This information must be submitted to and approved by the NMFS [Region] Regional Administrator

following the timeline and other requirements in 50 CFR 216.27(a) unless a previous written waiver has been issued by the [Region] Regional Administrator.

3. Data Collection and Reporting

- a. [Participant acronym] shall immediately report (verbal or written) to the NMFS [Region] Regional Stranding Coordinator any diseases of concern (e.g., disease associated with an unusual mortality event, any emerging, reportable, and/or zoonotic diseases) that are detected which could affect human health or the health of wild marine mammal populations. NMFS [Region] may request that the facility temporarily not admit new cases of stranded marine mammals due to the severity of the disease of concern.
- b. Upon release or other disposition of any marine mammal under this Article, [Participant acronym] shall complete the NOAA Form 89878, OMB # 0648-0178 (the Marine Mammal Rehabilitation Disposition Report). The form shall be sent to the [Region] Regional Stranding Coordinator, [Address], according to the following schedule *[reserved schedule]*:

ARTICLE VI Designees

Reserved OR

A. Delegation of authority and responsibilities under this Agreement. [Participant acronym] may designate a [reserved- person], organization, or institution to act on behalf of [Participant acronym] as a designee in accordance with this Agreement. The term “Designee” does not refer to individual volunteers of the Participant’s organization, or to individual volunteers of the Designee, organization or institution. Such a designation requires prior written approval from NMFS [Region] (Attachment A). [Participant acronym] must submit information (see requirements listed below) and a copy of any agreement between [Participant acronym] and its prospective designee at least 30 days prior to any prospective designation, to the NMFS [Region] Regional Stranding Coordinator and the Regional Administrator [Addresses]. Any [reserved- person], organization or institution so designated shall be deemed an agent of [Participant acronym] and NMFS and is subject to ALL applicable provisions of this Agreement as well as applicable laws, regulations, and guidelines. Any breach of the provisions of this Agreement by a designee of [Participant acronym] shall be deemed a breach by [Participant acronym].

B. Purpose of Designee Organization(s). The purpose of Designee organization(s) is to assist the [Participant acronym] with improved regional coordination, response and/or rehabilitation capability within the [Participant acronym] geographic area of responsibility. NMFS will evaluate Designee organizations based on the [Participant acronym] justification for geographic need, enhancement response capabilities, and level of experience provided by the Designee organization.

C. Terms and Conditions for Adding Designee(s):

1. To request the addition of a Designee organization to the [Participant acronym] Stranding Agreement, the [Participant acronym] must submit written information (see requirements listed below) and a copy of any agreement between the [Participant acronym] and its prospective designee at least 30 days prior to any designation to the NMFS [Region] Regional Administrator for review and approval. The written information includes:
 - a. Complete name of the [reserved- person], organization, or institution;
 - b. Resumes or CVs of all key personnel for Designees including evidence of relevant training;
 - c. Justification Statement for designation;
 - d. Geographic coverage area for response;
 - e. For rehabilitation facilities, a facility operation plan including personnel, veterinary care, equipment list, and other requirements stated under any applicable NMFS laws, regulations, policies, and/or guidelines. The Designee

- must also have all applicable Federal, state, and local permits for rehabilitation facilities;
 - f. Oversight plan including how [Participant acronym] will monitor the activities of the designee under this Agreement; and
 - g. A copy of a written Agreement between the [Participant acronym] and the Designee.
2. A Designee organization may not be authorized for activities different than or exceeding those contained in the Stranding Agreement of the [Participant acronym].

ARTICLE VII

Rights of States and Local Governments

Nothing in this Agreement shall be construed to affect the rights or responsibilities of other Federal, state or local government officials or employees acting in the course of their official duties with respect to taking of marine mammals in a humane manner (including euthanasia) for protection or welfare of the marine mammal, protection of public health and welfare or non-lethal removal of nuisance animals (MMPA Sec 109h).

ARTICLE VIII

A. Effective Date

The terms of this Agreement shall become effective upon the signature of both [Participant acronym] and the NMFS [Region] Regional Administrator.

B. Period of Agreement

1. **Duration of Agreement.** Unless renewed or otherwise terminated as provided in this Agreement, this Agreement shall expire at the end of the following applicable period:

1 year for new stranding network participant
3 years for live animal responder and rehabilitator (Article IV and V)
6 years for dead animal responder (Article III only)
- [2. **Stranding Agreement Renewals.** For multi-year agreements within 90 days prior to the expiration date, the NMFS [Region] Regional Administrator will provide the [Participant acronym] with a notice of expiration and prescribe necessary information needed from the [Participant acronym] for review. No later than 60 days prior to the expiration date, [Participant acronym] shall indicate in writing to the NMFS [Region] Regional Administrator that a renewal of this Agreement is requested and provide the necessary information as prescribed by the NMFS [Region] Regional Administrator. Following NMFS review of information to determine if [Participant acronym] meets the applicable requirements, the Agreement may be renewed if agreed to in writing by both parties.
3. **New Stranding Agreements.** For new participants, NMFS will enter into this Agreement for a provisional period of one year from the effective date. NMFS will review the performance of [Participant acronym] and determine if services rendered under this Agreement have been satisfactory and no minor or major deficiencies have been incurred during the provisional period. If NMFS determine that [Participant acronym] has performed satisfactorily and has not incurred any minor or major deficiencies, this Agreement may be extended for a multi-year period. In general, new participants without any deficiencies (see Article IX, B) are considered to be in “good standing” under this Agreement.]

ARTICLE IX

A. Review, Modification and Termination

1. **Review.** The NMFS [Region] Regional Administrator shall periodically review this Agreement for performance adequacy and effectiveness.
2. **Modification.** This Agreement may be modified at any time by the NMFS [Region] Region upon 30 days written notice to [Participant acronym]. [Participant acronym] may request modification of the Agreement in writing.
3. **Termination.** This Agreement may be terminated upon 30 days written notice by [Participant acronym] to NMFS. Upon at least 30 days written notice to [Participant acronym], the NMFS [Region] may terminate this Agreement, or any part thereof for any reason, including but not limited to violations of any applicable laws, regulations, or guidelines, or failure to satisfy the terms and responsibilities of this Agreement. Termination of the agreement by either party shall automatically terminate any designations by [Participant acronym] to any Designee organizations under this Agreement.

B. Violations of Law and Non-compliance with the Stranding Agreement

For violations of any applicable laws to this Agreement, regulations, or guidelines, or failure to satisfy the terms and responsibilities of this Agreement, the NMFS [Region] Regional Administrator shall provide [Participant acronym] notice and an opportunity to correct any minor or major deficiencies within a reasonable time period as specified by the NMFS [Region] Regional Administrator. [If [Participant acronym] repeatedly fails to correct deficiencies in a timely manner, or violation(s) are particularly severe, the NMFS [Region] Region may take the following actions based on the circumstances:

1. **Probation.** If [Participant acronym] is unable to correct deficiencies, within a given time period, the [Participant acronym] may be put on probation. Probation requires annual reviews of the Participant for up to three years. [Participant acronym] on probation may not be in “good standing” with their Stranding Agreement.
2. **Suspension.** If [Participant acronym] has repeated major deficiencies, has been on repeated probation, or has clearly violated applicable laws, regulations or guidelines, NMFS may suspend the [Participant acronym]’s authority, or any portion of their authority as appropriate (e.g., suspend rehabilitation authority, but not live or dead animal stranding response) for up to one year or until NMFS is satisfied that all deficiencies and violations have been adequately addressed. During suspension, NMFS may request other Stranding Network Participants to respond in [Participant acronym]’s area of geographic coverage. A Participant on suspension is NOT in “good standing” with their Stranding Agreement.

3. **Termination.** If [Participant acronym] has repeated major deficiencies, repeated suspensions, or has clearly violated applicable laws, regulations or guidelines, NMFS [Region] Regional Administrator may terminate this Agreement, or any part thereof for any reason, but not limited to violations of any applicable laws, regulations, or guidelines, or failure to satisfy the terms and responsibilities of this Agreement. Upon termination, NMFS may request another authorized Stranding Network Participant to respond in [Participant acronym]'s area of geographic coverage. If [Participant acronym] Agreement is terminated while animals are in rehabilitation, NMFS reserves the right to either take possession of or confiscate the animals.
4. **Violations by Designees.** Violations by [Participant acronym]'s Designee organization or institution are considered to be the [Participant acronym] responsibility, and will result in either termination of the Designee by NMFS, or addressed directly with [Participant acronym] on behalf of the Designee in the same manner described above.]

THIS STRANDING AGREEMENT IS ENTERED INTO AND MADE EFFECTIVE THIS

Date _____

Date _____

APPROVED:

NMFS [Region] Region

[Stranding Network Organization]

Signature of Regional Administrator

**Signature of Authorized
Representative**

Reserved OR

Attachment A: Statement of Agreement for designation of authority and responsibilities, to any [person], organization or institution to act as agents under this Agreement.

AGREEMENT

I have read the conditions as stated above for participating in the Stranding Network as an agent of the [Stranding Network Organization] under its Agreement with NMFS [Region] Region and agree to abide by all applicable provisions of the Agreement between the National Marine Fisheries Service [Region] Region and [Stranding Network Organization].

NMFS [Region] Region

**Authorized Representative
of [Stranding Network Organization]**

**Authorized Representative
of Designee**

Signatures

Title

Affiliation

Date

Interim

January 4, 2006

Reserved OR

Attachment B: NMFS [\[Region\]](#) Region Contact Information